**SHOPPING AGREEMENT**

THIS AGREEMENT, made \_\_\_\_\_\_\_\_\_\_, by and between (hereinafter referred to as “Writer/Director”, with his/her principal residence at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and (hereinafter referred to as “Producer”), located at, United Kingdom.

It is understood that Writer/Director and Producer enter into a Shopping Agreement as defined herein; and that Producer, by reason of Producer’s contacts, experience and background, is qualified to represent Writer/Director’s interest in procuring offers to enter into an Option or Purchase Agreement. Therefore, Writer/Director and Producer agree as follows:

**1. SCOPE OF AGREEMENT.**

It is hereby acknowledged, the Producer during the term hereof may exclusively represent, advise and solicit offers for the rights \*to the original, unpublished screenplay entitled FILM TITLE (herein called "Property") written by Writer/Director, for a deal between Writer/Director and the Producer, to be negotiated upon securing a Funding Partner, which shall include a Major Studio or Distribution Company or an Independent Production Company, collectively referred to as “Funding Partner” and defined further as follows:

1. A Public Financing Body
2. A Television backed Film Fund
3. Major Studio or Distribution Company.
4. Independent Film Production Companies or Distribution Companies.
5. Private Equity Financiers
6. A major Television network

**2. TERM.**

1. The term of this Agreement shall be for a period of eighteen (18) months commencing on the date hereof plus a 12 month roll on.
2. If Producer is engaged in negotiations with a Funding Partner during which time this Agreement would otherwise terminate, then, upon written notice given by Producer, prior to the termination hereof, this Agreement shall be extended for a reasonable period of time, not to exceed three (3) months, to conclude said negotiations. In the event Producer brings Writer/Director an offer from a Funding Partner, Writer/Director agrees to promptly enter into good faith negotiations with the Funding Partner until Writer/Director and Producer’s negotiations are completed and an Option or Purchase Agreement is signed by the parties thereto or until the negotiations cease.
3. If Writer/Director rejects an offer from a Funding Partner during the term hereof, and subsequently accepts an offer from that Funding Partner within a period of three (3) months following the termination hereof, it shall be deemed that an Option or Purchase Agreement was executed during the term of this Shopping Agreement.
4. Producer will keep Writer/Director fully informed about all solicitations. Producer will send to Writer/Director a list of all solicited Funding Partners and copies of all correspondence relating to the solicitations conducted in connection with this Shopping Agreement.
5. The credit ‘Screenplay written by’ will be attributed to Writer/Director, and will appear on all positive copies of the film, and all promotional material relating to the film.
6. Producer agrees to give Writer/Director exclusive writing credit henceforth with terms and conditions to be negotiated in good faith upon the securing of finances.

**3. FEES AND EXPENSES.**

1. Writer/Director shall have no liability to Producer for the reimbursement of Producer’s legal fees or expenses incurred in connection with the performance of this Agreement.

**4. COMPENSATION.**

1. In compensation for the option agreement the Writer/Director will receive XXX.
2. Writer/Director’s compensation for the Property will be negotiated separately and in good faith, by the Writer/Director or the Writer/Director’s representation, for an option or purchase agreement with the Producer.
3. Producer’s compensation for services will be negotiated separately, by the Producer, and in good faith with the Funding Partner.

**5. MUTUAL WARRANTIES AND REPRESENTATIONS.**

Both parties warrant and represent that no act or omission hereunder will violate any right or interest of any person of firms or will subject the other party to any liability or claim of liability to any person. Both parties warrant that they are under no disability, restriction or prohibition with respect to their rights to execute this Agreement and perform its terms and conditions. Both parties agree to indemnify the other party and to hold the other party harmless against any damages, costs, expenses, fees (including attorney’s fees) incurred by the other party in any claim, suit or proceeding instituted against the other party in which any assertion is made which is inconsistent with any warranty, representation or covenant of that party. A party’s obligation to indemnify shall be conditioned upon the prompt notice of an asserted claim for which indemnification may be sought and upon that party’s right to intervene and participate, at its own expense, in defense of the claim.

**6. NEW MEMBER.**

In the event that at any time hereafter a new member is intended to be added, Writer shall immediately inform any such prospective additional member of this Agreement of all of its terms and shall immediately inform Producer of the name and address of any additional member and shall immediately cause such additional member to execute this Shopping Agreement.

**7. MISCELLANEOUS.**

1. Writer/Director and Producer each acknowledge that they have carefully read this Agreement and that they fully understand its contents.
2. There shall be no change, amendment or modification of this Agreement unless it is reduced to writing and signed by all parties hereto.
3. No waiver or any breach of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach hereof.
4. This Agreement does not and shall not be construed to create a partnership or joint venture between the parties hereto.
5. This Agreement shall be construed in accordance with E.U laws governing contracts wholly executed and performed therein.
6. This Agreement shall be binding upon and inure to the benefit of the parties’ respective heirs, executors and successors.
7. In the event any provision hereof shall be for any reason illegal or unenforceable, the same shall not affect the validity or enforceability of the remaining provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Shopping Agreement the day and year first above written.

WRITER/DIRECTOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRODUCER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_